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10 Attorneys for HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR WELLS  
11 FARGO ASSET SECURITIES CORPORATION, MORTGAGE PASS-  
12 THROUGH CERTIFICATES, SERIES 2007-10

13 UNITED STATES BANKRUPTCY COURT

14 NORTHERN DISTRICT OF CALIFORNIA - SANTA ROSA DIVISION

15 In re

16 ANGELO P ACCORNERO AND LORI E  
17 ACCORNERO,

18 Debtor(s).

Case No.10-13676-AJ

Chapter 7

R.S. No. GO-14

DECLARATION IN SUPPORT OF  
MOTION FOR RELIEF FROM  
AUTOMATIC STAY  
(11 U.S.C. § 362 and Bankruptcy Rule 4001)

DATE: November 24, 2010  
TIME: 9:00 am

99 South "E" Street  
Santa Rosa, CA 95404-6524

19 I, Teresa Diaz-Cochran, declare:

20 1. I am employed as a Bankruptcy Analyst by Wells Fargo Home Mortgage, a  
21 division of Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc. I  
22 have personal knowledge of the matters set forth in this declaration and, if called upon to testify,  
23 I could and would competently testify thereto. I am over 18 years of age. I have knowledge  
24 regarding HSBC Bank USA, National Association as Trustee for Wells Fargo Asset Securities  
25 Corporation, Mortgage Pass-Through Certificates, Series 2007-10 ("Movant") interest in the real  
26 property that is the subject of this Motion.

27 2. I am employed by Wells Fargo Home Mortgage, the authorized loan servicing  
28 agent for Movant and I am duly authorized to make this declaration on behalf of Movant.

1           3.       I am familiar with the manner and procedures by which Wells Fargo Home  
2 Mortgage's business records are obtained, prepared, and maintained. Those records are obtained,  
3 prepared, and maintained by Wells Fargo Home Mortgage's employees or agents in the  
4 performance of their regular business duties at or near the time, and conditions, and/or events  
5 recorded thereon. The records are made either by persons with knowledge of the matters they  
6 record or from information obtained by persons with such knowledge. I have knowledge and/or  
7 access to Wells Fargo Home Mortgage's business records regarding the Note and Deed of Trust  
8 that are the subject of this action and have personally reviewed these business records prior to  
9 executing this declaration.

10           4.       On or about March 16, 2007, Debtors, for valuable consideration, made, executed  
11 and delivered to Provident Funding Associates, L.P. ("Lender") a Note in the principal sum of  
12 \$630,000.00 (the "Note"). Pursuant to the Note, Debtors are obligated to make monthly  
13 principal and interest payments commencing May 1, 2007, and continuing until April 1, 2037,  
14 when all outstanding amounts are due and payable. A copy of the Note is attached hereto as  
15 exhibit A and incorporated herein by reference.

16           5.       Movant qualifies as the Note Holder and is entitled to payments under the Note.

17           6.       On or about March 16, 2007, the Debtors made, executed and delivered to Lender  
18 a Deed of Trust (the "Deed of Trust") granting Lender a security interest in real property  
19 commonly described as 5960 Yerba Buena Road, Santa Rosa, California, 95409 (the "Real  
20 Property"), which is more fully described in the Deed of Trust. The Deed of Trust provides that  
21 attorneys' fees and costs incurred as a result of the Debtors' bankruptcy case may be included in  
22 the outstanding balance under the Note. The Deed of Trust was recorded on March 27, 2007, in  
23 the Official Records of Sonoma County, State of California. A copy of the Deed of Trust is  
24 attached hereto as exhibit B and incorporated herein by reference.

25           7.       Subsequently, all beneficial interest in the Deed of Trust was assigned and  
26 transferred to Movant. A copy of the Corporation Assignment of Deed of Trust evidencing the  
27 Assignment of the Deed of Trust to Movant is attached hereto as exhibit C and incorporated  
28 herein by reference.

1           8.       As the loan servicer, Wells Fargo Home Mortgage acts as an agent for Movant  
2 and is responsible for the administration of the loan until the loan is paid in full, assigned to  
3 another creditor, or the servicing rights are transferred. Administering the loan includes sending  
4 monthly payment statements, collecting monthly payments, maintaining records of payments and  
5 balances, collecting and paying taxes and insurance (and managing escrow and impound funds),  
6 remitting monies tendered under the Note to Movant, following up on loan delinquencies, home  
7 loan workouts and home retention programs, and other general customer service functions.  
8 Further, in the event of a default under the terms of the Note or Deed of Trust, Wells Fargo  
9 Home Mortgage is authorized by Movant under the terms of the loan servicing agreement to  
10 enforce the terms of the Deed of Trust.

11           9.       The obligation under the Note is in default as of September 1, 2010, for failure to  
12 make payments to Movant. As of October 6, 2010, the total obligation due and owing under the  
13 Note is in the approximate amount of \$634,458.52, representing the principal balance in the  
14 amount of \$629,330.49, interest in the sum of \$7,094.33, late charges in the amount of \$163.89,  
15 and less an escrow balance in the amount of \$<2,130.19>. This is an approximate amount for  
16 purposes of this Motion only, and should not be relied upon as such to pay off the subject loan as  
17 interest and additional advances may come due subsequent to the filing of the Motion. An exact  
18 payoff amount can be obtained by contacting Movant's counsel. Further, Movant has incurred  
19 additional post-petition attorneys' fees and costs in bringing the instant Motion. Moreover, the  
20 total arrears under the Note are in the approximate sum of \$8,889.19, excluding the post-petition  
21 attorneys' fees and costs incurred in filing the instant Motion. A copy of the contractual payment  
22 accounting pursuant to Local Rule 4001-1(g)(1) is attached hereto as exhibit D and incorporated  
23 herein by reference.

24           10.      I am informed and believe that, based on the Debtors' bankruptcy Schedules and  
25 Statements, the fair market value of the Property is approximately \$501,000.00. True and correct

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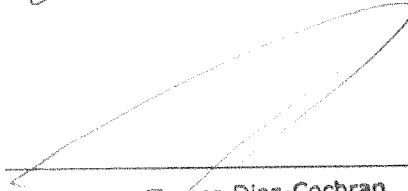
1 copies of the Debtors' bankruptcy Schedules "A" and "D" are collectively attached hereto as  
2 exhibit E and incorporated herein by reference.

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4 11. Based on the above, Movant maintains that the equity in the Property is as  
5 follows:

6	Fair Market Value:	\$501,000.00
7	Less:	
8	Movant's Trust Deed	\$634,458.52
	Costs of Sale (8%)	\$40,080.00
	Equity in the Property:	\$<173,538.52>

9 I declare under penalty of perjury under the laws of the United States of America that the  
10 foregoing is true and correct. Executed this 22 day of 10, 2010, at  
11 Fort Mill, South Carolina.

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15 Teresa Diaz-Cochran  
16 BIC Analyst  
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